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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/075,384	02/15/2002	Hugh W. Johnston	JOHN3002	7212
23364	7590	06/30/2004	EXAMINER	
BACON & THOMAS, PLLC 625 SLATERS LANE FOURTH FLOOR ALEXANDRIA, VA 22314			FISHER, MICHAEL J	
			ART UNIT	PAPER NUMBER
			3629	

DATE MAILED: 06/30/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

## Office Action Summary

**Application No.**

10/075,384

**Applicant(s)**

JOHNSTON, HUGH W.

**Examiner**

Michael J Fisher

**Art Unit**

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☐ Responsive to communication(s) filed on \_\_\_\_.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-20 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-20 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_.
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: \_\_\_\_.

***Claim Rejections - 35 USC § 101***

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 1,2,7-20 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. There is no technological innovation involved in the cited claims. The steps as claimed could be accomplished with only conversation between the consumer and the provider.

***Claim Objections***

Claim 17 is objected to because of the following informalities: In line 2, it would appear that the word, "requested" would appear to be mean to be, "requesting". Appropriate correction is required.

***Claim Rejections - 35 USC § 102***

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

Claim 20 is rejected under 35 U.S.C. 102(b) as being anticipated by EP 0991031 A2 to Honda Giken Kogyo Kabushiki Kaisha (Honda) and further rejected as being

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anticipated by "Affordable Alaska Wilderness Cabins Offer Top Fishing" by Des Georges, (Des Georges).

Honda discloses providing rental vehicles associated with rental rooms (abstract lines 1-5) which vehicles would inherently be in, "parking spaces" as they would be parked and, therefore, be in a 'parking space'. It would be inherent that the vehicles are considered 'rented' upon rental of the rooms.

Des Georges discloses renting a vehicle (boat) with a cabin (page 1, paragraph 11, "available at most cabins is a 12-foot fishing boat). It would be inherent that the boats are in a 'parking space' (slip) else they would float away. Further, it would be inherent that the boats are rented upon rental of the cabin.

### ***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claims 1-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Honda as modified by "Now, A Machine That Will Rent Cars by Belden (Belden).

Honda discloses a vehicle sharing system where in a vehicle is provided with a rental property (Abstract, lines 1-5).

As to claims 1,2,14 and 15 Honda discloses providing a vehicle in a parking space (shared vehicles), accepting a common reservation for a room and a vehicle (while not discussed, it would be inherent that hotels accept reservations, as Honda discloses associating vehicles with rooms, it would further be inherent that the reservation would include the vehicles). Honda further discloses accepting payment for both the room and the vehicle, (which payment would result in providing the Integrated Circuit (IC) card as discussed in claim 1). It would be inherent that the provider would provide access to the services purchased after they have been purchased.

Honda does not, however, teach providing a specific parking space and vehicle with each room or accepting payment at the room for the room and the vehicle.

As discussed above, Honda does disclose providing vehicles for the rooms. It would have been obvious to one of ordinary skill in the art to modify the system as disclosed by Honda by providing a specific car with each room so as to ensure that there will be sufficient cars for all rooms and further, that there will be no confusion in the allocation of cars and further so that a family might get a car messy without another family being subjected to the mess associated with the first family. It is further very well known in the art for hotels to have so-called, "courtesy-shuttles" that transport customers from a common carrier arrival point (such as an airport) to the hotel.

Therefore, it would have been obvious to one of ordinary skill in the art to provide a 'courtesy-shuttle' for transporting customers to the hotel from the airport to increase customer satisfaction.

Belden discloses a card reader that would accept payment for a rental car at a remote location (Page 1, paragraph 2) and Belden further discloses placing the machines for this at locations where rental vehicles are used (Page 1, paragraph 5). It would have been obvious to one of ordinary skill in the art to use the remote payment system as taught by Belden to pay for the room and vehicle system as disclosed by Honda to reduce the staff necessary for the renting of the rooms and cars.

As to claim 3, it would have been obvious to one of ordinary skill in the art to place the card reader of Belden near the door of the room to facilitate the use of the card reader.

As to claim 4, it would be inherent that upon payment the user would be granted access to the room rented.

As to claim 5, Belden discloses providing the keys after payment, (page 1, paragraph 9).

As to claim 6, it is inherent that checking out of a hotel is done by providing, 'final-payment' and further to provide a receipt via a printer. Therefore, it would have been obvious to one of ordinary skill in the art for the card reader as disclosed by Belden would accept, 'final-payment' and provide a receipt.

As to claims 7 and 16, it would have been obvious to one of ordinary skill in the art for registration to be performed prior to pick-up by the, 'courtesy-shuttle' else people

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could use the free shuttle instead of a bus if they were traveling from the airport to near the hotel.

As to claims 8 and 17, it would be inherent that a driver would have a driver's license. Further, it is very well known in the art to necessitate a credit card prior to renting hotel rooms or rental cars. Therefore, it would have been obvious to one of ordinary skill in the art to modify Honda in view of Belden by requiring that a user show a credit card and valid driver's license to ensure that the user owns these items.

As to claims 9 and 18, it would have been obvious to one of ordinary skill in the art to ensure that a vehicle has been rented and further to ensure that the user is the authorized user before it leaves the parking space to ensure that it has not been stolen instead of being used by its rightful user.

As to claim 10, as the claims discuss, hotels and motels are known for providing amenities and further, Honda discloses providing amenities (amusement facility 2 or museum 3).

As to claims 11 and 19, it is well known for providers of one service to offer other services, this can be seen at such famous places as "South of the Border" which is located on Interstate 95 in South Carolina. They provide rooms, gas, a souvenir shop and fireworks. Therefore, it would have been obvious to one of ordinary skill in the art for the hotel as disclosed by Honda to provide gas to further ensure a customer's satisfaction as they would be able to provide for their needs in one, convenient place.

As to claim 12, it is inherent that rental vehicles are kept clean between uses.

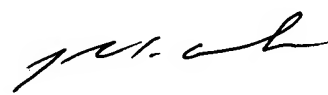
As to claim 13, as the hotel is renting the room and the vehicle, it would be inherent that there would be one location.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Michael J Fisher whose telephone number is 703-306-5993. The examiner can normally be reached on Mon.-Fri. 7:30am-5:00pm alt Fri. off.

The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

  
ME  
6/26/04

  
JOHN G. WEISS  
SUPERVISORY PATENT EXAMINER  
TECHNOLOGY CENTER 3600